

John Nguyen

Item 1

1

From: [REDACTED]
Sent: Saturday, September 27, 2014 9:19 PM
To: John Nguyen
Cc: [REDACTED]
Subject: Regarding PL-2010-0379 (TTM) 8058

Hi,

We like to inform you that we are in the favor of the 1 to 5 division of PL-2010-0379 (TTM) 8058 lot. Tribune Ave has improved lot with the earlier project and it would be good to have new construction. Our neighborhood community is improving with the new home owners and request you to approve this project.

Thanks
Gurjit Singh
[REDACTED]
Hayward, CA

John Nguyen

2

From: [REDACTED]
Sent: Saturday, September 27, 2014 9:40 PM
To: John Nguyen
Subject: PL-2010-0379 (TTM) 8058

Hi,

I live on the tribune ave and want to let you know We support the 1 to 5 division of PL-2010-0379 (TTM) 8058 lot. We have seen the plan and its really good plan.

It was terrible to drive on the tribune before the new construction and now it has improved lot. Tribune ave got repaired due to the new construction and hoping it would be much better with this new construction. Our community like the new home construction and want to have this construction completed ASAP.

Thanks
Navdeep Kaur

From:

Sent:

To:

Cc:

Subject:

[REDACTED]
Monday, September 29, 2014 10:04 PM

John Nguyen

John Vukasin

PL-2010-0379 (TTM 8058) Esau

I request that the TTM be revised to put a public path on the Southeast side of the property from Hillcrest Ave. to the private road at 2650 Hayward Blvd. In exchange I would vacate my easement on the Northwest side of the property.

As a result, the developer would gain square feet of land to build on and the two lots on Hillcrest would have access to the university, increasing their value. The developer would save money as the easement agreement requires considerable fence and cement work, and a public easement would only require a shorter fence, probably of a type that would be built anyway.

Paths generally increase value of homes in neighborhoods or have no measurable impact. I talked to two Berkeley Realtors and an appraiser who explained this to me.

The path would not encourage jay walking, because the jay walking statute does not apply unless close to an intersection. This was explained to me by the Hayward Police Department and I also have a copy of the relevant code.

The path would not create an extra safety problem. People have been walking across Hayward Blvd. for decades with no real problems. The visibility is good.

I crossed Hayward Blvd safely from 1971 to 2004 while I taught at the university. Hayward Police report no accident problems on this stretch of road.

Policy should favor pedestrian over cars, and slow cars down rather than make walking less convenient.

The applicant may claim he cannot make the project work with three feet off one side. He insisted on this position during litigation up to the moment when witnesses were going to come to court to testify contrary to claims he was making. No impact results from moving the path from one side to the other; in fact, less land is taken from the lower part of the lot.

People who live on Hillcrest and Home Avenues would use the path. The trail shortens the walk from Hillcrest to Hayward Blvd. from about 1,900 feet to about

320 feet, an 83% reduction. I have a modest income neighbors, Sal Etu and his three sons, who have lost their cars and have to walk. For Sal, it is about a mile from where he gets off the bus. They have been given some money to buy a car and are saving up, but just one car is not going to help them much. Two neighbors on Home Ave. walk their dogs on campus, and a short cut would reduce the distance walking on the roads.

This path would align with the campus sidewalk on the other side of the street and contribute to the ability of the neighborhood to serve the campus and help city policies in support of pedestrians.

The developer loses nothing from a public path. Claims to the contrary cannot be factually substantiated. People continue to cross the property, evident in a beaten trail. There are no fences or signs against trespassing. Requiring a path would only make official what has been an informal path for at least 43 years.

--
Sherman Lewis

Professor Emeritus, Cal State Hayward

President, Hayward Area Planning Association

[REDACTED] Hayward CA 94542
[REDACTED]

John Nguyen

From: [REDACTED]
Sent: Tuesday, September 30, 2014 12:15 PM
To: John Nguyen
Subject: Re: PL-2010-0379 (TTM 8058) Esau
Attachments: My Scans.PDF

John,

There is an existing pathway easement. Attached you will find a Settlement Agreement and legal documents for the easement granted to Mr. Lewis and noted on the map for the benefit of Mr. Lewis as required by the agreement. It will be noted on the Site Improvement Plans and constructed accordingly.

Ronesau
[REDACTED]

RECORDING REQUESTED BY

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:

SHERMAN LEWIS
2787 HILLCREST AVENUE
HAYWARD, CA 94542

Order Number: 803-10026-TJP (4)

This is a true and correct copy of the
document recorded 3-7-08

Under Recorder's Series No. 2008-054492

PLACER TITLE COMPANY

By: 

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is entered into by and among SHERMAN LEWIS ("Lewis"), R.V. ESAU DEVELOPMENT COMPANY, INC. ("Esau") and SERVICE 1ST BANK ("Bank"). Lewis, Esau and Bank will be referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

- A. Lewis is the plaintiff in Action No. HG07312825 in the Superior Court of California, County of Alameda ("Action").
- B. Esau and Bank are defendants in the Action.
- C. The Action is for prescriptive easement of a path located on real property, identified as Alameda County Assessor Parcel Number 081D-1655-008002 and legally described in Exhibit 1 attached hereto and incorporated herein by this reference ("Property"), which is owned by Esau and secured by Bank's deed of trust recorded on January 25, 2007 in Official Records of Alameda County as Document Number 2007038851 ("Deed of Trust").
- D. The purpose of this Agreement is to settle the Action to avoid the expense and uncertainty of further litigation by Esau granting a pedestrian easement to Lewis and by Bank subordinating its Deed of Trust to said easement in exchange for Lewis' consent to relocate the prescriptive easement path, subject to the terms and conditions set forth hereinbelow.

THEREFORE, in consideration of the terms, conditions, and covenants set forth below, the parties agree as follows:

TERMS AND CONDITIONS

1. Incorporation. The foregoing Recitals are incorporated herein by reference.
2. Easement Grant. Esau shall grant to Lewis a private easement consisting over, upon, across and through that strip of land 3 feet wide from the western boundary line of the Property and approximately 350 feet longitudinally. The easement use shall be for pedestrian purposes. The easement term shall continue through January 5, 2040. The easement shall be maintained by Lewis or his heirs, Esau or its successors and any other easement users granted by Esau or its successors as follows: (i) Lewis or his heirs and any easement user granted by Esau or its successors shall be responsible for maintenance of weeds, trash and stile, and (ii) Esau or its successors shall be responsible for maintenance of the fences, gate(s), stairs and handrail. Esau's right to grant concurrent easements shall not interfere unreasonably with Lewis' free use and enjoyment of the easement. A copy of the Grant of Easement and Agreement to Lewis is attached hereto as Exhibit 2 and incorporated herein by reference ("Easement"). Lewis and his heirs and Esau and its successors waive all claims against Lewis or his heirs and Esau and its successors, respectively, for any injury to person and property damage relating to use of the

Easement, except for gross negligence or willful misconduct by Lewis or his heirs and Esau or its successors.

3. **Easement Survey.** Esau shall provide a legal description and depiction of the easement prepared by a California licensed land surveyor for attachment to the Grant of Easement and Agreement for recordation by and title insurance from Placer Title Company.

4. **Easement Construction.** Esau shall be responsible for the design and the construction of the Easement, including:

- (i) Approximately 40 feet of stairs and handrail commencing at the south end of the Easement running north to accommodate the steep slope;
- (ii) a 6 foot wrought iron gate with double key locks at the south end of the Easement;
- (iii) a stile at the north end of the Easement; and
- (iv) 6 foot wire mesh fences along the Easement boundary on the west side and on the outside of the Easement boundary on the east side, except for 20 foot set backs from Hayward Boulevard and Hillcrest Avenue.

Esau shall be permitted to post "No Trespass" signs in the vicinity of the Easement entries. Esau shall provide Lewis with 7 keys for the wrought iron gate lock. If Lewis and Esau determine that the public is using the Easement, Lewis and Esau will negotiate in good faith the design of a gate with double key locks to replace the stile at the Hillcrest Avenue entry which replacement cost shall be paid by Esau.

The stile shall be constructed of treated lumber. The fence portion shall be three feet wide, by three feet six inches high, and have three equally spaced 2x6 rails attached to posts on the sides. The stile portion shall have two 2x8 step-over boards. The lower step-over board shall be attached at an angle on top of the lower rail, extend about 18 inches out from the point of crossing, and be supported underneath by posts at the ends. The upper step-over board shall be attached to the upper rail at a complementary angle to the lower board and be built to facilitate stepping over the top rail. A 2x4 hand grip shall be attached to a post on one side to a height of five feet.

5. **Easement License.** Lewis shall be entitled to grant a license for pedestrian use of the Easement to Alison Lewis, Eleanor Lewis, Sherman Lewis IV, Alexandria Couzens, Sifa Btu, Soane Btu, Steve Anderson and Lou Maiwald ("Licensees") provided the Licensees waive all claims against Lewis, Esau and their successors for any injuries to person and property damage and indemnify Lewis, Esau and their successors on account of any damage or injury to person or property arising from Licensees' use of the Easement. The Licensees shall execute a License Agreement, a copy of which form is attached hereto as Exhibit 3, as a pre-condition to use of the Easement.

6. **Deed of Trust Subordination to Easement.** The Deed of Trust shall be subject and subordinate to the Easement which will be recorded concurrently with, but immediately prior to

the Deed of Trust subordination, a copy of which is attached hereto, as Exhibit 4 and incorporated herein by reference.

7. Easement Conversion to Public Path. Lewis intends to work with the City of Hayward to convert the Easement to a public path alone or in conjunction with obtaining 3 feet from the adjacent westerly properties for a 6 foot path. Esau or its successors will not object to Lewis' attempt to obtain the City of Hayward's consent to a public path of the Easement. If the City of Hayward accepts the Easement as a public path, Lewis, Esau or their successors will deed the Easement to the City of Hayward at which time the Easement will terminate. In order to protect Lewis' right to attempt to convert the Easement to a public path, the covenants, conditions and restrictions of Esau's proposed subdivision development, now known as Golden Oaks II, will contain a provision regarding the subdivision owners' obligation to not object to the Easement conversion to a public path and to deed the Easement to the City of Hayward for the public path upon the City of Hayward's consent. Lewis shall not object to Esau's proposed subdivision development, now known as Golden Oaks II.

8. Easement and Deed of Trust Subordination Recordation. As a condition precedent to Lewis' dismissal with prejudice of the Action and release of notice of pendency of action, the Easement and Deed of Trust Subordination shall be recorded sequentially and insured by Placer Title Company.

9. Temporary Access by Lewis. Until completion of the Easement construction, Lewis shall be granted access to the Property to commute between Hillcrest Avenue and Hayward Boulevard, except use will be temporarily prohibited when construction activities make it unsafe, subject to Esau providing Lewis with at least 24 hours advance notice. Within 1 week of full execution of this Agreement, Esau, at its cost, shall install a locked gate at Hillcrest Avenue for Lewis to access the Property and provide Lewis with a key to the lock. Lewis waives any claims against Esau for any injury to himself arising out of Lewis' temporary use of the Property.

10. Mutual Release. Except as otherwise expressly provided in this Agreement, the Parties, on behalf of themselves and on behalf of each of their respective heirs, executors, administrators, trustors, trustees, beneficiaries, successors and assigns, partners, partnerships, affiliated and related entities, officers, directors, shareholders, principals, agents, employees, representatives, and all persons, firms, associations, and/or corporations connected with them ("Releasors") hereby release and forever discharge each other Party to this Agreement and each other Party's respective heirs, executors, administrators, trustors, trustees, beneficiaries, successors and assigns, partners, partnerships, affiliated and related entities, officers, directors, shareholders, principals, agents, employees, representatives, and all persons, firms, associations, and/or corporations connected with them ("Releasees"), of and from all claims, demands, causes of action, obligations, damages, losses, costs, attorneys' fees, and expenses of every kind and nature whatsoever, whether known or unknown, contingent or certain, past, present or future, which any Releasor may now have or may hereafter have against any Releasee to this Agreement by reason of any matter, cause or thing arising out of Lewis' prescriptive easement claim, Esau's purchase and development of the Property and Bank's financing of the Property ("Released

Matters"). Notwithstanding the above, Bank does not release any rights against Esau arising out of its loan secured by the Deed of Trust.

11. Waiver. Except as otherwise expressly provided in this Agreement, the Parties understand and agree that they are fully and finally releasing the others from all unknown and unanticipated injuries, losses, or damages, arising out of the Released Matters, as well as from those now known or disclosed, and the Parties waive with respect to the Released Matters all rights or benefits which they now have, or in the future may have, under the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding the above, Bank does not release any rights against Esau arising out of its loan secured by the Deed of Trust.

12. Attorneys' Fees. The Parties acknowledge and agree that each of them will bear their own costs, expenses, and attorneys' fees arising out of and/or connected with the Action.

13. Enforcement of Agreement. Each Party to this Agreement acknowledges, stipulates and agrees that the settlement reflected in this Agreement occurred under the auspices of, and before The Honorable Gordon Baranco, judge of the Alameda County Superior Court, that the settlement reflected herein is enforceable pursuant to the provisions of the Code of Civil Procedure Section 664.6, and that any motion to compel enforcement or to enter judgment pursuant to the terms of this Agreement may be heard before The Honorable Gordon Baranco.

14. Warranty of Authority. The Parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand against the other Parties relating to any matter covered by this Agreement.

15. Covenant Not to Sue. Except as otherwise expressly provided in this Agreement, the Parties agree that they will not commence, maintain, continue or voluntarily assist in any way in the prosecution by any other person or entity of any claim against the other Parties, any related corporate entity, or any present or former employee of the other relating to the Released Matters.

16. Attorneys' Fees. In any dispute or disagreement concerning this Agreement, the prevailing Party or Parties shall be entitled to recover their reasonable attorneys' fees and costs expended to enforce this Agreement.

17. No Admission of Liability. Neither the transfer of any consideration, the doing of any of the acts referred to in this Agreement, nor anything else contained in this Agreement shall be taken or construed to be an admission on the part of any of the Parties of any claims, demands, causes of action, obligations, damages or liabilities asserted by the other Party or

Parties. The Parties expressly deny any and all claims, demands, causes of action, obligations, damages and liabilities.

18. Agreement Binds and Inures. This Agreement shall bind and inure to the benefit of each Party and each Party's agents, representatives, employees, beneficiaries, officers, directors, heirs, successors and assigns.

19. Advice of Counsel. Each Party declared that, prior to the execution of this Agreement, each Party or their authorized representatives have apprised themselves of sufficient relevant data, either through experts or other sources of their own selection, in order that they might intelligently exercise their judgment in deciding whether to execute, and in deciding on the contents of, this Agreement. Each Party declares that, except as set forth in writing in this Agreement, the decision to execute this Agreement is not predicated on or influenced by any declarations or representations by any of the other Parties, or any predecessors in interest, successors, assigns, officers, directors, employees or agents of same. Each Party states that the contents of this Agreement have been explained to them by their respective counsel, and that this Agreement is entered into freely and voluntarily, upon the advice and with the approval of counsel.

20. Agreement Jointly Drafted. The drafting and negotiation of this Agreement has been participated in by each of the Parties or their counsel and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties.

21. Written Modification Only. Each Party understands and agrees that this Agreement shall not be altered, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of each Party.

22. Integration. This Agreement executed supersedes any other prior writings and prior or contemporaneous oral agreements or understandings between the Parties that relate to or arise out of the Released Matters and this Agreement. The Agreement integrates the Parties' agreement and understanding with respect to all matters covered by them. Each Party agrees that they have not relied on any fact or statement or representation other than as specifically recited herein. To the extent there were any prior relations between the Parties respecting the Released Matters, the slate has been wiped clean and all their rights and duties are found exclusively in this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, and shall be effective when fully executed by the Parties. The Parties agree to accept photocopied signatures and signatures transmitted via telecopier.

24. California Law and Partial Invalidity. Any dispute concerning this Agreement shall be governed by California law. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

25. Notices. Any notices required to be given or which any Party desires to give under the terms of this Agreement shall be in writing and shall be served either by personal delivery, by overnight delivery or by deposit with the United States Postal Service, postage prepaid, addressed as follows:

To Lewis: Sherman Lewis
 2787 Hillcrest Avenue
 Hayward, CA 94542

With copy to: Michael S. Brown
 Brown & Sullivan, LLP
 1051 Pacific Marina, Suite 101
 Alameda, CA 94501

To Esau and Bank: Ronald Esau
 3620 Oakes Drive
 Hayward, CA 94542

Service 1st Bank
60 West 10th Street
Tracy, CA 95376

With copy to: Patrick J. McMahon
 Gagen McCoy McMahon Koss Markowitz & Raines
 279 Front Street
 P.O. Box 218
 Danville, CA 94526-0218

The Parties may give notice pursuant to this paragraph of other persons to receive future notices on their behalf.

26. Headings. The paragraph headings used in this Agreement do not add or impart meaning and are inserted solely for convenience.

[SIGNATURE PAGE FOLLOWS]

Dated: 3/3/2008

Sherman Davis
SHERMAN LEWIS

Dated: 2/29/08

R.V. DEVELOPMENT COMPANY, INC.

Ronald Esau
By: Ronald Esau
Its: President

Dated: 2/28/08

SERVICE 1ST BANK

Patrick Carman
By: PATRICK CARMAN
Its: PRESIDENT & COO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

NO. 6807

State of California

County of San Joaquin

On 2-28-08

DATE

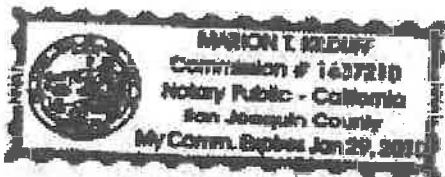
before me, Marion T. Kilduff Notary Public

NAME, TITLE OF OFFICER, E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Patrick Carman

NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marion T. Kilduff
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

Y

N

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Settlement Agreement
TITLE OR TYPE OF DOCUMENT

2

NUMBER OF PAGES

2-28-08

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

)

)ss.

County of ALAMEDA

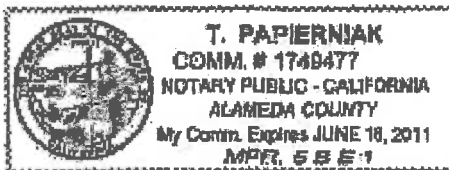
)

On MARCH 3, 2008 before
me, T. PAPIERNIAK, Notary Public, personally
appeared _____

SHERMAN LEWIS, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

County of ALAMEDA)

On FEB. 29, 2008 before
me, T. PAPIERNIAK, Notary Public, personally
appeared RONALD ESAN

_____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)

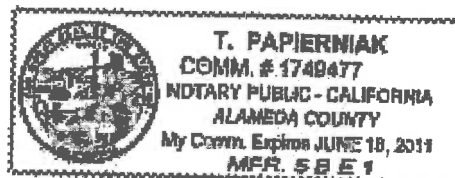


EXHIBIT 1

~~XXXXXXXX~~ LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF HAYWARD, AND IS DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 7, MAP OF HAYWARD HOME FARM TRACT, SUBDIVISION NO. 1, FILED DECEMBER 28, 1914, MAP BOOK 28, PAGE 80, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

THAT PORTION GRANTED IN THE DEED TO THE CITY OF HAYWARD, A MUNICIPAL CORPORATION, RECORDED APRIL 11, 1975, SERIES NO. 75-46367, REEL 3930, IMAGE 783, OFFICIAL RECORDS.

A.P.N. 081D-1655-008-02

RECORDING REQUESTED BY:
PLACER TITLE COMPANY

AND WHEN RECORDED RETURN TO:
SHERMAN LEWIS
2787 Hillcrest Avenue
Hayward, CA 94542

Space Above This Line For Recorder's Use

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement ("Agreement") is made by and between R.V. Esau Development Company, Inc. ("Esau") and Sherman Lewis ("Lewis"). Esau and Lewis are collectively referred to hereinafter as the "Parties".

RECITALS

- A. Esau is the fee simple owner of the real property in the City of Hayward, Alameda County, California and specifically described in Exhibit 1 attached hereto and incorporated herein by reference ("Property").
- B. Lewis is a resident of the City of Hayward, Alameda County, California and desires to acquire an easement as to a portion of the Property in exchange for a dismissal with prejudice of the Alameda County Superior Court of California Action No. HG07312825 in which Esau is a defendant ("Action"). The Action is for prescriptive easement.
- C. The Parties wish to enter into this Agreement in connection with settlement of the Action and the establishment of a non-exclusive, private pedestrian easement for the benefit of Lewis over, upon, across and through that portion of the Property depicted on Exhibit 2 and legally described in Exhibit 3 attached hereto and incorporated herein by reference ("Easement"), subject to the terms and conditions set forth hereinbelow.

In consideration of the Grant of Easement and covenants, the Parties agree as follows:

1. INCORPORATION. The above Recitals are incorporated herein by reference.
2. GRANT OF EASEMENT. Esau grants a non-exclusive, private easement for the benefit of Lewis over, upon, across and through that portion of the Property designated as Easement on Exhibit 2 and legally described in Exhibit 3 for the purpose of pedestrian ingress, egress and access between Hillcrest Avenue and Hayward Boulevard, Hayward, California. The Easement shall benefit Lewis, his heirs and licensees designated in provision 9 below, subject to the conveyance of the Easement by Esau or its successors and Lewis or his heirs to the City of Hayward, California, as a public path as set forth in provision 8 below.
3. CONSTRUCTION, MAINTENANCE AND REPAIR. In accordance with applicable governmental requirements, Esau shall design, install and construct (i) approximately 40 feet of stairs and handrails commencing at the south end of the Easement to accommodate the steep slope, (ii) a 6 foot wrought iron gate with double key locks at the south end of the Easement, (iii) a stile at the north end of the Easement; and (iv) 6 foot wire mesh fences along the Easement

boundary on the west side and on the outside of the Easement boundary on the east side, except for 20 foot set backs from Hayward Boulevard and Hillcrest Avenue. Esau may install "No Trespass" signs at the Easement entries. If the Parties determine that the public is using the Easement, they will negotiate in good faith the design of a gate with double locks to replace the stile at the north end of the Easement which costs shall be paid by Esau. The Easement shall be maintained by Lewis, Esau, and any other users of the Easement granted by Esau or its successors as follows: (i) Lewis or his heirs and any Easement users granted by Esau or its successors shall maintain the weeds, trash and stile, and (ii) Esau or its successors shall maintain the fences, gate(s), stairs and handrail. Esau shall assign to Lewis any warranties from contractors for the Easement stile. Any Easement maintenance costs for the weeds, trash and stile shall be borne by Lewis and his heirs and any other Easement users granted by Esau or its successor on a pro rata basis. Lewis shall be responsible for engaging the licensed contractor to perform any deferred maintenance and for collection of funds from other Easement users granted by Esau or its successors to pay for any maintenance for weeds, trash and stile. Lewis shall provide the other Easement users granted by Esau or its successors with a request for payment accompanied by an invoice for such work and reimbursement for the costs shall be made within 10 days of the receipt of the request and invoice. In the event the Easement user fails to make timely payment to Lewis, then the cost shall accrue interest at 2% over the prime rate per year from the date such payment was due. If any party defaults in performance of their respective maintenance obligations, the other non-defaulting party(ies), after 20 days prior written notice or upon 24 hours prior notice in the event of an emergency to the defaulting party(ies), shall have the right to perform such maintenance obligation on behalf of the defaulting party(ies). In such event, the defaulting party(ies) on a pro rata basis shall promptly reimburse the non-defaulting party(ies) the cost, together with 2% over the prime rate per year interest from the date of the outlay.

4. **EASEMENT TERM.** The Easement shall continue through January 5, 2040, subject to provision 8 below.
5. **NONEXCLUSIVE EASEMENT.** The Easement is nonexclusive. Esau retains the right to grant concurrent easements to third parties so long as it does not interfere unreasonably with Lewis' free use and enjoyment of the Easement and the third parties are responsible for the maintenance and repair of the Easement as set forth in provision 3 above, in addition to the other terms, conditions, and covenants of this Agreement.
6. **NO BARRIERS.** Except for the gate and stile referenced above in provision 3 and except as otherwise stated therein, Esau or its successors shall not allow any obstruction, fences, trash or other barriers to be placed on, over, across or in the Easement which would prevent or prohibit unimpeded passage by pedestrians over and across the Easement.
7. **RELEASE.** Lewis and his heirs waive any claims against Esau or its successors for any injury to himself or his heirs arising out of their use of the Easement provided Esau or its successors are not grossly negligent or their acts are not willful misconduct. Esau and its successors, including Easement users granted by Esau or its successors waive any claims against Lewis and his heirs for any injury arising out of their use of the Easement provided Lewis and his heirs are not grossly negligent or their acts are not willful misconduct.
8. **PUBLIC DEDICATION.** Lewis and others intend to convert the Easement to a public path alone or in conjunction with obtaining 3 feet from the adjacent westerly properties for a total of 6 feet. Esau or its successors will not object to Lewis' attempt to obtain the City of Hayward's consent to a public path of the area consisting of the Easement and possibly 3 feet from the adjacent

westerly properties. If the City of Hayward accepts the Easement as a public path, Esau or its successors along with Lewis or his heirs shall deed their respective interest in the Easement area to the City of Hayward at which time the Easement will cease to exist.

9. EASEMENT LICENSE. Notwithstanding the Easement is personal to Lewis and his heirs and the potential public dedication of the Easement area, Lewis is entitled to grant a license for pedestrian use of the Easement to Alison Lewis, Eleanor Lewis, Sherman Lewis IV, Alexandra Couzens, Sifa Etn, Soate Etn, Steve Anderson and Lou Marwald ("Licensees") provided the Licensees execute a license agreement acceptable in form to Esau and Lewis.
10. COVENANTS RUNNING WITH THE LAND. The Easement, rights, powers, covenants, conditions and obligations contained herein shall be binding on the Parties, their successors and all other persons acquiring an interest in any portion of the Property, constitute covenants running with the Property and shall be incorporated in the Golden Oaks II covenants, conditions and restrictions to be recorded in the Official Records of the Alameda County, California.
11. ATTORNEYS' FEES. If any legal action arising out of or related to this Agreement is brought, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs, and expenses incurred in the legal action or arbitration proceeding by the prevailing party.
12. ENTIRE AGREEMENT. This Agreement and the Settlement Agreement and Mutual Release constitute the entire agreement between the Parties and may not be amended, except in writing executed by the Parties which written document shall be recorded in the Official Records of Alameda County, California if it pertains to this Agreement.
13. NOTICES. Any notice or other communication by either Party to the other shall be in writing and shall be given and deemed to have been given when delivered personally, delivered by overnight courier or 3 days after being mailed, postage prepaid, registered or certified mail as follows:

To Lewis: Sherman Lewis
 2787 Hillcrest Avenue
 Hayward, CA 94542

To Esau: Ronald Esau
 3620 Onkes Drive
 Hayward, CA 94542
14. Severability. If any term or provision of this Agreement or the application of it to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of the Agreement or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Dated: 3/3/08

Sherman Lewis
SHERMAN LEWIS

Dated: 2/24/08

ESAU
R.V. DEVELOPMENT COMPANY, INC.

Ronald Esau
By: Ronald Esau
Its: President

ACKNOWLEDGMENT

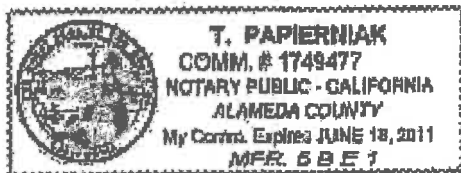
State of California
County of Alameda

On 2-29-2008 before me, T. PAPIERNIAK,
personally appeared RONALD ESAU, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature T. Papierniak (Seal)



ACKNOWLEDGMENT

State of California

County of ALAMEDA

On 3-3-2008 before me, T. PAPIERNIAK
personally appeared SHERMAN LEWIS, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature T. Papierniak (Seal)

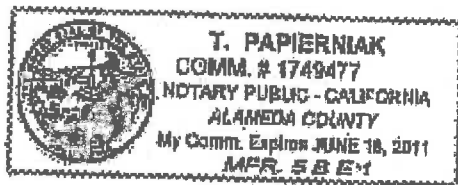


EXHIBIT 1

~~EXHIBIT~~ LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF HAYWARD, AND IS DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 7, MAP OF HAYWARD HOME FARM TRACT, SUBDIVISION NO. 1, FILED DECEMBER 28, 1914, MAP BOOK 28, PAGE 80, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

THAT PORTION GRANTED IN THE DEED TO THE CITY OF HAYWARD, A MUNICIPAL CORPORATION, RECORDED APRIL 11, 1975, SERIES NO. 75-46367, REEL 3930, IMAGE 783, OFFICIAL RECORDS.

A.P.N. 081D-1655-008-02

2/24/08



PL 92

EXHIBIT ~~1~~ 2

HOME AVENUE

HILLCREST AVENUE

N52°47'21"W 167.90

3' STRIP
EASEMENT

PARCEL MAP
7413
PARCEL 1

HAYWARD HOMEFARM TRACT
SUBDIVISION NO. 1
BLOCK 7

LOT 3

LOT 2

S53°08'01"W 303.67'
S53°08'01"W 10.8055'



TRACT 7402
LOT 7

HAYWARD BLVD

EXHIBIT 3

LEGAL DESCRIPTION

EASEMENT FOR ACCESS

REAL PROPERTY LOCATED IN THE CITY OF HAYWARD,
ALAMEDA COUNTY, STATE OF CALIFORNIA MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 3, BLOCK 7 OF THE HAYWARD HOMEFARM
TRACT, SUBDIVISION NO. 1, FILED DECEMBER 20, 1914 IN
BOOK 28 OF MAPS AT PAGE 80, ALAMEDA COUNTY RECORDS
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERN 3 FEET OF SAID LOT 3, BLOCK 7
EXCEPTING THOSE PORTIONS WITHIN THE RIGHT OF WAY OF
HILLCREST AVENUE AND HAYWARD BOULEVARD AS SHOWN
ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART
HEREOF

CONTAINING 2430 SQUARE FEET MORE OR LESS

END DESCRIPTION



[Handwritten signature]

EXHIBIT 3

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into on _____ by and between R.V. ESAU DEVELOPMENT COMPANY, INC. ("Esau") and SHERMAN LEWIS ("Lewis"), hereafter collectively referred to as "Licensor", and _____, hereafter referred to as "Licensee."

Lewis is the easement holder of a portion of real property located in the City of Hayward, Alameda County, California (hereafter referred to as the "Property") which is more particularly described in Exhibit 1 and designated in Exhibit 2, which are attached to this Agreement and hereby incorporated by reference ("Easement").

Esau is the fee simple owner of the Property.

Licensor grants to Licensee a license (hereafter referred to as the "License") to use the Easement for pedestrian purposes. Licensee may not use the Easement for any other purpose or business.

This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Easement is created or vested in Licensee by the grant of this License.

Lewis may revoke this License at will by having a written revocation notice delivered to Licensee at least 7 days prior to the termination date specified in the notice.

After receipt of a notice of termination from Lewis, Licensee, on or before the effective date of termination specified in that notice, shall surrender possession of the Easement to Licensor along with any gate keys.

In exchange for Licensor granting this License, Licensee waives all claims against Licensor for damages to all personal property in, on, or about the Easement, and for injuries to persons in or about the Easement, from any cause arising at any time. Further, Licensee agrees to hold Licensor harmless from and on account of any damage or injury to any person or personal property of any person, arising from Licensee's use of the Easement. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other user of the Easement or any occupant of adjoining or contiguous property. Licensee agrees to pay for all damages to the Easement caused by Licensee's misuse of the Easement.

Licensor and Licensee shall mediate any dispute between them arising out of this Agreement prior to any court action or arbitration. Time is of the essence. If the parties can not agree on a mediator, the Alameda County Superior Court shall appoint a mediator. The mediation costs shall be paid equally by the parties. If any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to

recover attorneys' fees, even if they would otherwise be available to that party in such action.

If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

Executed on _____.

LICENSOR:

R.V. ESAU DEVELOPMENT COMPANY, INC.

Ronald Esau, President

SHERMAN LEWIS

LICENSEE:

[signature]

[print name above]

EXHIBIT 4

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

ESCROW NO.

Space above this line for recorder's use

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN

A GRANT OF EASEMENT AND AGREEMENT IN FAVOR OF SHERMAN LEWIS RECORDING CONCURRENTLY HEREWITH

THIS AGREEMENT, made this 29th day of February, 2008 by

R.V. ESAU DEVELOPMENT COMPANY INC. owner of the land hereinafter described and hereinafter referred to as "Owner"

and SERVICE 1ST BANK present owner and holder of the Deed of Trust and note first hereinafter described and hereinafter referred to as "Beneficiary"

WITNESSETH:

THAT, WHEREAS,

R.V. ESAU DEVELOPMENT COMPANY, INC. did execute a Deed of Trust dated JANUARY 16, 2007 to SERVICE 1ST BANK as trustee covering:

'SEE EXHIBIT A ATTACHED HERETO AND MADE A
PART HEREOF

To secure a note in the sum of \$ 715,000.00, dated JANUARY 16, 2007 in favor of SERVICE 1ST BANK, which Deed of Trust was recorded JANUARY 25, 2007 in/as Book/Page/Instrument No 2007-38851, Official Records of said County and

WHEREAS, Owner has executed, or is about to execute a GRANT OF EASEMENT AND AGREEMENT, dated 2-27-2008 hereinafter referred to as "EASEMENT", which recorded: CONCURRENTLY HEREWITH in/as Book/Page/Instrument No. CONCURRENTLY HEREWITH

WHEREAS, it is a condition precedent to obtaining EASEMENT that said EASEMENT last above-mentioned shall Unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the Deed of Trust first above-mentioned,

NOW, THEREFORE in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

That said EASEMENT and any MODIFICATIONS OR AMENDMENTS, thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above-mentioned;

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above-mentioned to the lien or charge of the EASEMENT above-referred to and shall supersede and cancel, but only insofar as would affect the priority between the EASEMENT hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Deed of Trust first above-mentioned, which provide for the subordination of the lien or charge thereof to AN EASEMENT

BENEFICIARY declares, agrees, and acknowledges that:

He consents to and approves all provisions of the EASEMENT

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above-mentioned in favor of the EASEMENT above-referred to.

An endorsement has been placed upon the note secured by the Deed of Trust first above-mentioned that said Deed of Trust by this instrument has been subordinated to the lien or charge of the EASEMENT

BENEFICIARY

Patach Camar

Print Name and Title

PATACH CAMAR, PRESIDENT & COO

TRUSTOR

Bon Emy

Print Name

Bon Emy

TRUSTOR

Print Name

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

) ss.

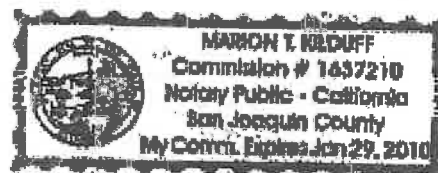
County of San Joaquin)

On 2-28-2008 before me, Marion T. Kilduff
Notary Public, personally appeared

Patrick Carman, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Marion T. Kilduff (Seal)



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

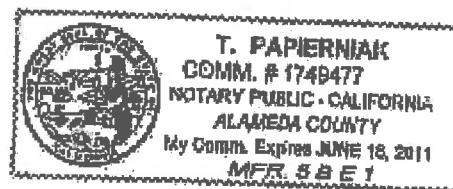
County of Alameda)

On 2-29-2008 before me, T. PAPIERNIAK
Notary Public, personally appeared Don Esau

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *Don Esau* (Seal)



Order No. 804-16628
Guarantee No. 001-000114-MLE

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF HAYWARD, AND IS DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 7, MAP OF HAYWARD HOME FARM TRACT, SUBDIVISION NO. 1, FILED DECEMBER 28, 1914, MAP BOOK 28, PAGE 80, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

THAT PORTION GRANTED IN THE DEED TO THE CITY OF HAYWARD, A MUNICIPAL CORPORATION, RECORDED APRIL 11, 1975, SERIES NO. 75-46367, REEL 3930, IMAGE 783, OFFICIAL RECORDS.

A.P.N. 081D-1655-003-02

John Nguyen

(5)

From: [REDACTED]
Sent: Tuesday, September 30, 2014 2:53 PM
To: John Nguyen
Cc: [REDACTED]
Subject: Tentative Tract Map No.
Attachments: Tract Map No. 8058_Letter_9.30.14.pdf

John,

Please see attached letter regarding Tract 8058 scheduled for the planning Commission tis Thursday. If you have any questions please contact me.

Thank you

Bob Selders
Project Development
12647 Alcosta Boulevard, Suite 470
San Ramon, CA 94583
D 925.824.4310 C 925-642-0080
thetruelifecompanies.com



Confidentiality Disclosure: This message and all associated files are for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized use or transmission of this message or associated files is strictly prohibited. If you are not the intended recipient and have received this message in error, please notify the sender immediately by replying to this message and deleting all contents from your computer.

John Nguyen
Development Review Engineer
Community Development Department
City of Hayward

Via e-mail: John.Nguyen@hayward-ca.gov.

Re: Tentative Tract Map No. 8058 – Golden Oak Phase II

Dear Mr. Nguyen,

We are the owner of Lot numbers 4 and 5 within Golden Oaks Phase I and are currently constructing homes on these two lots. Mr. Esau just made us aware of a request from a neighbor to place a public access easement along the easterly boundary of the proposed Tract Map and contiguous to Lot 7 within Golden Oaks Phase I. This is unacceptable to us for the following reasons:

- An easement for this same purpose was previously granted and recorded to the benefit of the individual requesting this new easement and others, providing direct access from Hillcrest Ave to Hayward Blvd.
- The requested new easement is duplicative and does not connect to Hayward Blvd.
- The new access way will require a person to enter the existing Golden Oaks I, private street and the private property of the owner of Lot No. 7 at 2650 Tribune Ave., in order to gain access to Hayward Blvd.
- Providing a public access will significantly increase the potential use of the access way increasing security risks to adjacent parcels, and increasing liability to the City and HOA.
- We fully support the approval of Tentative Tract 8058 as designed and with the existing recorded pathway easement along the westerly side of the property.

Thank you for your consideration.

Bob Selders
Bob Selders
Project Development

6

John' Nguyen

From: [REDACTED]
Sent: Wednesday, October 01, 2014 12:54 PM
To: John Nguyen
Subject: Project PL-2010-0379(TTM) 8058

Hi,
I'm writing you regarding plan for new construction in our neighborhood. I'd a chance to take a look at the plans for subdivision PL-2010-0379(TTM)8058. Seems like it will be a great assets to our community and to city of Hayward. I'm positive that this will bring more revenue to the city and will add beautification to the area. I highly recommend this project moves forward ASAP.

Thank you.

Sandeep Kaur

Resident at Tribune Ave.

Hayward.

Sent from my iPhone

John Nguyen

7

From: [REDACTED]
Sent: Wednesday, October 01, 2014 1:07 PM
To: John Nguyen
Subject: Regarding pl-2010-0379(TTM)8058

Hi Mr.Nguyen,

I'm a resident of Tribune Ave in Hayward. I came to know regarding plan for new construction in our neighborhood. I peeked on plans for subdivision PL-2010-0379(TTM)8058 few weeks back and it seemed very promising project. it's exciting to see our community and city growing. We'll appreciate the approval of this project.

Thank you.
Jagtar Ghotra.
Sent from my iPhone

(8)

John Nguyen

From: [REDACTED]
Sent: Wednesday, October 01, 2014 7:45 PM
To: John Nguyen
Cc: Tim Koonze
Subject: RE: Tentative Tract Map 8058

Importance: High

Hello John,

I just read your staff report.

Quoting page 3, "On-site sewer and water utilities will be installed within the public utility easement and connected to existing utilities in Hayward Boulevard." I'm glad to see this hasn't changed since my phone conversation with Tim almost 4 years ago (documented in my email below.) Will I be granted access to this sewer line?

I'm surprised my other comments were not included in the page 3 public contact section either. Specifically, ensuring the view from my living room is not blocked to preserve the value of my house. How will this be addressed?

Please reply as soon as possible,

Jules Moritz
[REDACTED]

Owner of 2587 Hillcrest Ave

From: John Nguyen [<mailto:John.Nguyen@hayward-ca.gov>]
Sent: Tuesday, November 9, 2010 9:15 AM
To: 'Jules Moritz'
Cc: Tim Koonze
Subject: RE: Tentative Tract Map 8058

Hello Jules,

Thank you for contacting me and providing your comments and input regarding the proposed development. Your comments will be considered in our review of this development application.

Very truly yours,

John Nguyen

From: [REDACTED]
Sent: Monday, November 08, 2010 8:10 PM
To: John Nguyen
Subject: Tentative Tract Map 8058

Hello John,

Thank you for returning my call and talking to me today.

My primary concern with Tentative Tract Map 8058 is how it will affect my view from 2587 Hillcrest Ave, which adjoins the southwest edge of proposed lots 2 and 4. I understand from our conversation the applicant will likely be allowed to build up to two stories high with a daylight basement and 10 ft side, 20 ft front setbacks. This will probably eliminate my view of South San Francisco from the lower level of my house. After enjoying this view from my dining room all of my life, this is truly unfortunate. None the less, I will not contest single family residences on proposed lots 2 and 4 that block portions of my view from the lower level of my house. However, not blocking portions of my view from the upper level of my house is imperative. I'm relying on the Hayward Planning Division to enforce lot size, building height, setbacks, and all other pertinent regulations to preserve the view from my living room. The impairment of this view will severely affect the value of my house.

Now, a piece of history... The sewer line that runs under Hillcrest Ave was designed to be deep enough to gravity feed from my house. But after the project began, the rock under the road was determined to be too difficult to remove. The only solution was to raise the sewer line, build up the road bed, and completely repave the dead end portion of Hillcrest Ave. There may still be utility department employees who remember this complication. If not, compare the height of the roadway to the gate in front of my house as well as the gate in front of [REDACTED] (2550 Hillcrest Ave.)

The unfortunate consequence of raising the sewer line was the need to install a waste water pump should my (or Lou's) septic system fail in order to connect to the sewer line. It is my understanding that proposed lots 1 and 2 will connect to a sewer line on Hayward Blvd to avoid this problem. I consider access to this sewer line a reasonable request in light of past and current events.

Since my primary residence is out of state, I will be unable to attend the meeting on Thursday, November 18th. Please keep me updated on the outcome of this meeting as well as future notices regarding APN#081D-1655-008-02.

Sincerely,

Jules Moritz
[REDACTED]

John Nguyen

9

From: [REDACTED]
Sent: Wednesday, October 01, 2014 8:20 PM
To: John Nguyen
Subject: Project # pl-2010-0379(TTM)8058

Hi John

I live in the tribune ave Hayward neighborhood. I saw the plans for the subdivision development for the above project. It looks really good. I support this development.

Thanks.

Amolak Singh

From:
Sent:
To:
Subject:

Thursday, October 02, 2014 9:17 AM
John Nguyen;
Tentative Tract Map NO. 8058 – Golden Oak Phase II

John Nguyen
Development Review Engineer
Community Development Department
City of Hayward

Via e-mail: John.Nguyen@hayward-ca.gov.

Re: Tentative Tract Map NO. 8058 – Golden Oak Phase II

Dear Mr. Nguyen,

I am the owner of Lot numbers 3 within Golden Oaks Phase I and currently resident of 2690 Tribune ave Hayward. Mr. Esau just made us aware of a request from a neighbor to place a public access easement along the easterly boundary of the proposed Tract Map and contiguous to Lot 7 within Golden Oaks Phase I. This is unacceptable to us for the following reasons:

- An easement for this same purpose was previously granted and recorded to the benefit of the individual requesting this new easement and others, providing direct access from Hillcrest Ave to Hayward Blvd.
- The requested new easement is duplicative and does not connect to Hayward Blvd.
- The new access way will require a person to enter the existing Golden Oaks I, private street and the private property of the owner of Lot No. 7 at 2650 Tribune Ave., in order to gain access to Hayward Blvd.
- Providing a public access will significantly increase the potential use of the access way increasing security risks to adjacent parcels, and increasing liability to the City and HOA.
- We fully support the approval of Tentative Tract 8058 as designed and with the existing recorded pathway easement along the westerly side of the property.

Thank you for your consideration.

Vikramjit Singh

Director Golden Oak Association

11

Telephone message received September 30, 2014

Below is a brief summary of the message

Kathy Lord

Phone:

Owner of

Re: PL-2010-0379 TTM 8058

Owner: Ron Esau

Corner of Hayward Blvd and Hillcrest

(Reading information from the Notice of Public Hearing postcard)

Calling regarding the fee for filing an appeal. How much is the fee?

Caller thinks that this requires an Environmental Impact Report.

Caller indicates that 'John Nguyen' had talked to her uncle Chuck, but this development will take away the view of the bay she has been waiting for 25 years to have. Warren Hall just came down and that was blocking the view before and now this development is going to block the view.

Caller has the followings concerns regarding Environmental, View and Water.

Caller indicates that she will pay the fee for an appeal but wants to know why one has to submit a fee.

Caller indicates that if this is a Tentative Tract Map than how can the owner advertise selling a Custom Home Track Housing when the project has not even been approved?

On September 30, 2014, 'John Nguyen' called Cathy and provided additional information, fee for an appeals is \$250, discussed and explained other issues and encourage her to attend the Planning Commission meeting to express her concerns or submit a written comment.

